



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

OIL INDIA LIMITED
GABON PROJECT
(A GOVERNMENT OF INDIA ENTERPRISE)
La Sablière, Immeuble FIDJI,
(Près de l'ancienne Cour Constitutionnelle)
BP : 23134 Libreville, Gabon
Tel : +(241) - 074525252
E-mail : oilgabonprojectgroup@oilindia.in

TENDER NO:
OIL/GABON/ENQ LINER HANGER/54-B/2023

TENDER DOCUMENT
FOR

“HIRING OF LINER HANGER SERVICES INCLUDING SUPPLY OF ALL EQUIPMENTS, MANPOWER, MATERIALS AND CONSUMABLES” FOR DRILLING OF TWO (2) EXPLORATORY VERTICAL DRILLING WELLS IN SHAKTHI BLOCK-II, GABON WITH AN OPTION OF EXTENSION OF THE CONTRACT TO ANOTHER DRILLING LOCATION AT THE SOLE OPTION OF THE COMPANY (OIL).

Tender Closing Date & Time	: 21.12.2023 at 13:30 Hrs(GST)
Tender Opening Date & Time	: 21.12.2023 at 14:00 Hrs(GST)
EMD Amount	: Not Applicable
Type of Tender	: Single Stage Two Bid Limited
Tender Fee	: NIL

**OIL INDIA LIMITED
GABON PROJECT
LIBREVILLE
GABON**

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FORWARDING LETTER

Subject: “Hiring of Liner Hanger Services including supply of all equipment, manpower, materials and consumables” for completion of drilling of two (2) exploratory vertical drilling wells in SHAKTHI BLOCK-II, Gabon with an option of extension of the contract to another drilling location at the sole option of the company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s).

TENDER NO: OIL/GABON/ENQ LINER HANGER/54-B/2023

Dear Sirs/Madam,

- 1.0 A Consortium of M/s. OIL INDIA LIMITED (OIL) & M/s. INDIAN OIL CORPORATION LIMITED (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas (MoP&NG), Govt. of India, where OIL is the operator, plan to drill two exploratory wells in the on-land exploration Shakthi Block-II(G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon’s Direction Generale des Hydrocarbures [DGH].
- 2.0 Both OIL and IOCL are independent premier National oil companies of India, under the Ministry of Petroleum and Natural Gas (MoP&NG), Government of India. OIL is engaged mainly in the business of Exploration, Production & Transportation of crude oil & natural gas and IOCL is engaged mainly in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.
- 3.0 In connection with its proposed exploratory drilling program in Gabon, OIL now invites Limited International Competitive Bids (LCB) from the competent & experienced parties/contractors for **“Hiring of Liner Hanger Services including supply of all equipments, manpower, materials and consumables” for completion of drilling of two (2) exploratory vertical drilling wells in SHAKTHI BLOCK-II, Gabon** with an option of extension of the contract to another drilling location at the sole option of the company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract in Shakthi Block-II(G4-245). The distance between the two locations is approximately 25 Km by road. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna. The drilling locations (Loc. C & Loc. LE) to be drilled are approximately 190 km & 175 km away by

road from Libreville, Gabon respectively and are approximately 95 km & 80 km respectively by road from Lambarene towards Libreville.

- 4.0 One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to submit the most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this bid document) are highlighted below:

Sl. No.	Description		
(i)	Tender No & Date	:	OIL/GABON/ENQ- LINER HANGER/54-B/2023 Dated 05.12.2023
(ii)	Type of Bid	:	Single Stage Two Bid System (Physical submission of documents)
(iii)	Bid Closing Date & Time	:	21.12.2023 at 13:30 Hrs (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time	:	21.12.2023 at 14:00 Hrs (Gabon Standard Time)
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the techno commercially eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Place	:	Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP : 23134 Libreville, Gabon Tel : +(241) - 074525252
(vii)	Bid Opening Place	:	Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP : 23134 Libreville, Gabon Tel : +(241) - 074525252
(viii)	Tender Fee	:	Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD)	:	Not Applicable
(x)	Bid Validity	:	60 (SIXTY) Days from Bid Opening Date
(xi)	Amount of Performance Security	:	10 % of Total contract value
(xii)	Validity of Performance Security	:	Upto 3(three) months beyond the completion of contract period
(xiii)	Duration of Contract	:	Tentatively 07(Seven) months from the date of issue of Mobilization Notice till completion of de-mobilization with an option of extension of the contract to another well at same terms & conditions and mutually agreed rates but not higher than original rates of the contract.
(xiv)	Mobilization Time	:	To be completed within 60 (Sixty) days from the date of issue of Mobilization Notice
(xv)	Quantum of Liquidated	:	Refer clause No. 21.0 of General Conditions of Contract.

	Damage for Default in Timely Completion		
(xvi)	Bids to be addressed to	:	General Manager-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP : 23134 Libreville, Gabon, Tel : +(241) – 074525252
(xvii)	Bid Language	:	The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon.

5.0 Not in Use

6.0 Not in Use.

7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.

8.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon. In case of discrepancies between the two languages; English language shall prevail over the other language.

9.0 **Bidders are requested to visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, existing site conditions, approaches available, job involvement and logistics including environmental issues etc.**

10.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.

11.0 **Furnishing Fraudulent Information/Documents:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

- 12.0 **Administrative Documents:** The following Administrative documents are required for companies registered in Gabon as per PSC(G4-245):
- (a) Copy of valid Municipality trade license (Fiche Circuit),
 - (b) Attestation CNSS (CNSS certificate),
 - (c) Attestation D'imposition (Taxation certificate),
 - (d) Attestation de Non Faillite (Certificate of non bankruptcy),
 - (e) Banque attestant de la capacite financiere(bank certifying the financial capacity) of the company

Companies (Foreign) not registered in Gabon shall submit equivalent documents from the country of their jurisdiction.

- 13.0 Oil India Limited (OIL), Gabon Project is required to hire **Liner Hanger Services including supply of all equipment, manpower, materials & consumables.**

- 14.0 Bidders shall take note of the following important points while participating in OIL's tender:

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, such party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, then such bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted in **physical documents form** in OIL's BID submission place as shown above within the scheduled Bid Closing date & Time as mentioned and Bids will be opened on the same day at 2.00 PM (Gabon Local Time) at the office of the General Manager-Gabon Project, Libreville (Gabon) as mentioned above, in presence of the authorized representatives of the bidders, if choose to attend.

- 15.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under Bid Evaluating Criteria (BEC) also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 16.0 Bids submitted after the Bid Closing Date and Time will be rejected straightway.
- 17.0 OIL now looks forward for your active participation in the tender.



(Rupak Kalita)
General Manager-Gabon
Oil India Limited, Gabon Project
Libreville, BP: 23134, Gabon
+241-074525252

PART-1

INSTRUCTION TO BIDDERS (ITB)

1.0 ELIGIBILITY OF BIDDER:

1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2 The eligibility criteria of the bidder are listed under **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

2.0 BID DOCUMENTS: The services required, bidding procedures and contract terms are prescribed in the Bid Document. This bidding document includes the following:

- (1) A forwarding letter highlighting the following points:
 - (a) Company's Tender/IFB No. & Type
 - (b) Bid closing/opening date and Time
 - (c) Bid submission/opening place
 - (d) The amount of performance security/guarantee with validity
 - (e) Bid validity, Mobilization Time & Duration of contract
 - (f) Quantum of Liquidated Damage for default in timely mobilization
- (2) Instruction to Bidders, (Part-1)
- (3) Bid Evaluation Criteria (BEC), (Part-2)
- (4) General Conditions of Contract, (Part-3, Section-I)
- (5) SOW/Terms of Reference/Technical specification, (Part-3, Section-II)
- (6) Special Terms & Conditions of the contract, (Part-3, Section-III)
- (7) Schedule of Rates, (Part-3, Section-IV)
- (8) General HSE points (Section-V)
- (9) Bio data of key personnel (Annexure-I)
- (10) Bidder's Experience Statement (Annexure-II)
- (11) Annual Turnover & Net worth of Bidder, (Annexure-III)
- (12) Undertaking for balance sheet/financial Statement (Annexure-IV)
- (13) Undertaking of Authenticity of Information submitted, (Annexure-V)
- (14) Undertaking for Mobilization(Annexure-VI)
- (15) Undertaking for key personnel with experience(Annexure-VII)
- (16) BEC/BRC Compliance Matrix (Annexure-VIII)
- (17) List of Items to be imported with estimated CIF value, (Proforma-A)
- (18) Price Schedule Format (Schedule of Rates), (Proforma-B)
- (19) Bid Form, (Proforma-C)
- (20) Statement of Non Compliance, (Proforma-D)
- (21) Certificate of awareness of the operational area, (Proforma-E)
- (22) Letter of Authority (Proforma-F)
- (23) Authorization for attending Bid Opening, (Proforma-G)
- (24) Performance Security/Guarantee Form, (Proforma-H)

- (25) Agreement/Contract Form (Proforma-I).
- (26) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
- (27) Format of agreement for 100% subsidiary company (Proforma-K)
- (28) Parent Company/Subsidiary company Guarantee (Proforma-L)
- (29) Safety Measures (Proforma-M)
- (30) Check List

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

(a) Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

(b) Unsolicited bids will not be considered.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum(s)/Corrigendum(s)/Amendment(s) will be uploaded in OIL's website www.oil-india.com under tab "For Vendors" in "Global Tender" section and may be sent in writing or e-mail or by Fax to all prospective Bidders to whom Company has sent the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if required and bidders are expected to take the Addendum(s) / Corrigendum(s) / Amendment(s) into account in preparation and submission of their bid or for any other reason. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website (www.oil-india.com) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

5.0 PREPARATION OF BID:

5.1 **LANGUAGE OF BID:** The bid prepared by the bidder as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in **English language**, except that any printed literature or supporting documents furnished by the bidder may be in another language provided it is accompanied by an English translated version duly certified by a certified translator, or duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail. Moreover, bidders to submit a translated version of bid documents to **French Language** for our onward submission to Govt of Gabon.

5.2 **BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in Gabon, if any.

6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under **Single Stage Two Bid System**. The bid to be submitted by the Bidder in physical hardcopy form shall comprise of the following components:

(A) TECHNICAL BID (UN-PRICED BID):

- (i) Complete technical details of the services offered and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Bid Evaluating Criteria/Bid Rejection Criteria with clause 10.0
- (iii) Copy of Bid-Form **without indicating prices** in **Proforma-C**
- (iv) Statement of Non Compliance in **Proforma-D**
- (v) Undertaking of authenticity of information/documents submitted (**Annexure-V**)

Note: Please note that, price should not be mentioned in the "Technical Bid"

(B) PRICED BID/ COMMERCIAL BID: Bidder shall quote their prices in the following Proforma:

- (i) Price-Bid* Format as per **Proforma-B**
- (ii) Bid Form as per **Proforma-C**
- (iii) **Proforma-A** showing the list of items to be imported with CIF value

***Note:** The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 **BID PRICE:**

8.1 Prices must be quoted by the bidders as per the Price Bid Format (**Proforma-B**). Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and figures, the prices indicated in words only will be considered.

8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made

accordingly. Bidders are required to check this aspect and applicability to same to them while submitting their offers.

8.4 “Contribution Sociale de Solidarité” (**CSS**): The quoted rates/prices should be exclusive of “Contribution Sociale de Solidarité” (CSS), which, if applicable shall be paid extra by company against each invoice.

8.5 “Taxe sur la Valeur Ajoutée” (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.

9.0 **CURRENCY OF BID AND PAYMENT:** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. However, currency once quoted will not be allowed to be changed.

10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**
These are listed in **BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)** in **Part-2**, of the Bid document. Bidders to submit all the credentials required to be substantially responsive as per the Bid Evaluating Criteria (BEC) of Part-2 of the bidding documents.

11.0 **BID SECURITY/EMD:**
Bid Security is not applicable for this tender.

12.0 **PERIOD OF VALIDITY OF BIDS:**
(i) The Bid must be valid for **60 (Sixty) days** from the date of opening of the tender. **Bids of shorter validity may be rejected as being non-responsive unless extended upon request from OIL.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **60 days** from Bid Closing Date.

(ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **FORMAT AND SIGNING OF BID:**
(i) The Bidder shall prepare three (3) copies of the bid clearly marking original "**ORIGINAL BID**" and rest "**COPY OF BID**". In the event of any discrepancy between them, the original shall govern.
(ii) The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorizations (**Proforma-F**) shall be

indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

- (iii) The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons signing the bid.
- (iv) Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- (v) Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 SUBMISSION OF BIDS:

14.1 Bids are to be submitted in physical form in triplicate under Single Stage Two Bid System i.e. **Techno-commercial (Un-priced) Bid** having all the technical details along with commercial terms but without any price and the **Price Bid** having only the price schedule duly filled in along with commercial terms separately in sealed envelopes within the Bid Closing Date & Time stipulated in the tender. The offer/Bid is to be submitted in **physical form** of documents in triplicate (One Original + two set of copies) along with all the required credentials. **Normally, no e-mail offer will be accepted. However, due to urgency if physical submission of offer is not possible, offer can be submitted through e-mail to e-mail id oilgabonproject@oilindia.in within the schedule BC date and time and the file to be password protected. There should be two separate password protected file i.e. one for Technical bid and other is for Priced Bid. The password for Technical bid need to be sent as per request of GM-Gabon project after closing of the tender. The password for price bid to be shared with GM-Gabon Project per request of GM-Gabon project at the time of opening of priced bid. Documents thus downloaded from e-mail will be final and binding to all**

14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.

14.3 Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular

tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

Note: **BIDS SHALL BE REJECTED OUTRIGHT IF THE TECHNO-COMMERCIAL (UN-PRICED) BIDS CONTAINS PRICE.**

15.0 GABONESE AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

- 15.1 Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in Gabon. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in Gabon, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in Gabon and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in Gabon and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Gabonese currency (FCFA). Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.
- 15.2 Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bid submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Gabonese Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the tender.
- 15.3 The Gabonese Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Gabonese Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

16.0 SEALING AND MARKING OF BIDS:

The tender is being processed according to a **Single Stage-Two bid** procedure. Offers should be submitted in two parts viz. **“Techno-Commercial-Unpriced Bid”-Part-I** and **“Priced Bid”-Part-II** in **triplicate** (one Original and 2-copies).

Under Single Stage Two Bid System the bid should comprise of **“Techno-Commercial–Unpriced Bid”–Part-I** and **“Priced Bid”–Part-II** separately, sealed in separate envelopes. The **first inner sealed cover** will contain Techno Commercial–Unpriced bid having all details but with price column blanked out. This cover will clearly be super scribed with **“Techno-Commercial–Unpriced Bid”-Part-I** along with party’s name, tender number, Bid closing date and brief item description. The **second inner sealed cover** will contain only the price schedule duly filled in and signed and will be clearly super scribed with **“Priced Bid”-Part-II** along with other details as mentioned above. **These two covers shall be put into an outer cover and sealed.** The outer cover should bear the Tender number and Bid closing / opening date along with the address of the office where tenders are to be submitted along with bidder’s name & address. The

above detail sealing and marking is also described below:

- 16.1 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 16.2 The cover containing the "Techno-Commercial-Unpriced Bid"-Part-I (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) **Envelope No.1: Techno-Commercial-Unpriced Bid**
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 16.3 The cover containing the "Priced Bid"-Part-II (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) **Envelope No.2: Priced Bid**
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 16.4 The above mentioned two separate covers containing "Techno-Commercial-Unpriced Bid"-Part-I and the "Price Bid"-Part-II should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Tender No. _____.
 - (ii) Bid closing date _____.
 - (iii) Bidder's name _____.
- 16.5 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. **The Price Schedule should not be put in the envelope containing the Technical Bid.**
- 16.6 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 16.7 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post or safe hand mode. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be responsible for any postal delay/transit loss.
- 16.8 Bids received in any other form (e-mail, fax etc.) shall not be accepted except mentioned in **clause No. 14.0**, above.

- 17.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids in physical form in triplicate (Original + 2-copies) must be received by the company within the Bid Closing Date & Time at the address specified in the "Forwarding Letter".
- 18.0 LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be straightway rejected.
- 19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 19.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **para 16.0**, above. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 19.3 No bid can be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.
- 20.0 EXTENSION OF BID SUBMISSION DATE:**
- 20.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices.
- 21.0 BID OPENING AND EVALUATION:**
- 21.1 Company will open the Technical Bids (in case of Single Stage Two Bid System), including submission made pursuant to para 16.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-G**) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 21.2 In case of any unscheduled holiday or Bandh/strike on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to para 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 21.3.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 22.0 OPENING OF PRICE BIDS:**
- 22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh/strike on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL

- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 23.0 CONVERSION TO SINGLE CURRENCY:**
While evaluating the bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to price bid opening will be taken into account for conversion of foreign currency. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by OANDA Exchange Rate of Gabon on the date prior to the date of final decision will be adopted for conversion.
- 24.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATING CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)** in **Part-2** of the bidding documents.
- 25.0 DISCOUNT/REBATES:**
- 25.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 25.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 26.0 EXCHANGE RATE RISK:** Since bidders are permitted to quote any currency and receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respective of the services.
- 27.0 CONTACTING THE COMPANY:**
- 27.1 Except as otherwise provided in para 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 21.6.
- 27.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 28.0 AWARD OF CONTRACT:**
- 28.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the

lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

29.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

30.0 NOTIFICATION OF AWARD:

30.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Contract.

31.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security for an amount **10%** of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.

31.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.

31.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- (i) Full address
- (ii) Branch Code, if any
- (iii) The authorized signatory full name and designation
- (iv) Phone Nos., Fax Nos., E-mail address

31.3 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

31.4 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

- 31.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 31.6 In the event of failure of the successful Bidder to comply with the requirements of para 31.0 and/or 32.0, it shall constitute sufficient grounds for annulment of the award. In such an event the Company may call for new bid as the case may be and take action with the bidder as deemed fit. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.
- 32.0 SIGNING OF CONTRACT:**
- 32.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 32.2 Within 30 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to the company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 32.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.
- 33.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**
- If it is found that a bidder/contractor has furnished fraudulent information/documents, the Performance Security shall be forfeited and the party shall be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act besides the legal action.
- 34.0 CREDIT FACILITY:** Bidder should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 35.0 LOCAL CONDITIONS:**
- It is imperative for each Bidder to fully inform themselves of all Gabon as well as local conditions, factors and legislation which may have any effect on the execution of the scope of work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and subsoil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions,

factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of his officers or agents prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

36.0 SPECIFICATIONS:

Before submission of Bids, bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract. The bidder has also to submit the Statement as per the format (**Proforma-E**) attached with the bid that they are fully aware of all the laws prevailing in Gabon including statutory permissions required for complete performance of the scope of work as per this bid to the satisfaction of OIL.

37.0 MOBILIZATION ADVANCE:

- 37.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of Gabon preferably through CITI Bank, Gabon or State Bank of India from the date of payment of the advance till recovery/refund.
- 37.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 37.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 38.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- 39.0** OIL INDIA LIMITED reserves the right to (a) accept or reject any/all bids, (b) curtail/enhance the scope of work; submitted by parties or (c) cancel the process at any time, if required without any liability and assigning any reason thereof to the bidders.

END OF PART-1

PART-2

BID EVALUATING CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

The bid should be complete covering all the Scope of Work laid down in tender document and should conform to the Technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical Specifications. Bidders are advised not to take any exception/deviation to the Bid Documents. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

(A) TECHNICAL CRITERIA: The Bidder must meet the following criteria failing which the bid/offer shall be rejected:

1.0 FOR LINER HANGER SERVICE

- (i) The bidder shall provide Liner Hanger services including liner hanger equipment (Running & Setting Tool), tieback packer, tieback mill and dress mill.
- (ii) **Vintage:** The equipment must not be older than **10 (ten) years** reckoned from the original bid closing date.

2.0 EXPERIENCE

- (i) The Vendor/Contractor/Service Provider should be in the business of providing Liner Hanger Services for the past **seven (7) years** as on original bid closing date.
- (ii) The Vendor/Contractor/Service Provider must have provided liner hanger services for minimum five (5) numbers of oil/gas wells having a minimum depth of 2600 m each.
- (iii) In support of experience laid down at para 3.0 (i) & (ii) above, details of experience and past performance of the bidder on works / jobs done of similar nature in the past are to be submitted along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the technical bid.
- (iv) The Liner Hanger Engineer to be deployed under the contract must have minimum **Five (5) years** of relevant experience each, out of which at least three (3) years in handling liner hanger setting jobs independently in oil/gas wells respectively.
- (v) Bidder must submit an undertaking vide **ANNEXURE-VII** for deployment of experienced personnel as mentioned in para 3.0(iv) above along with the technical bid.

- (vi) The Vendor/Contractor/Service Provider should be in a position to complete mobilization of resources at site to take up the assignment in the event of a contract within **60(Sixty) days** for Liner Hanger Service (including supply of all items/equipment/consumables etc) from the **date of issue of Mobilization Notice** by the Company.

4.0 Deleted

- 5.0** A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC/BRC.

6.0 FINANCIAL CRITERIA:

- (i) The bidder shall have **Annual financial turnover** of minimum **US\$ 115,000 (US Dollar One Hundred Fifteen Thousand)** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- (ii) Net worth of bidder should not be less than **US\$ 115,000 (US Dollar One Hundred Fifteen Thousand)** for preceding financial/accounting year.
- (iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking as per **ANNEXURE-IV** certifying that the balance sheet/Financial Statements for the financial year 20____ (as the case may be) has actually not been audited so far.

NOTES:

For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-III**.
- OR**
- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (iv) In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering

the Exchange rate declared by OANDA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.

- (v) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
- a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
 - b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA-J** by the authorized officials.
 - c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date”.

(vi) **Working Capital:**

The Bidder should have minimum working capital equal to **US\$ 115,000 (US Dollar One Hundred Fifteen Thousand)** , as per immediate preceding audited financial year result. In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank. Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

7.0 Deleted

8.0 Deleted

(B) COMMERCIAL CRITERIA:

- (1) Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in two different packets/envelope. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per **PROFORMA-B** is to be in different sealed envelope/packets. Bids shall be rejected outright, if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- (2) **BID Validity:** Bids must be valid for minimum **60 (Sixty) days** from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **60 (Sixty) days**. Bids with shorter validity (i.e. less than 60 days from the schedule closing date) will be rejected as being non-responsive.

Note: In case of extension of Bid Opening Date, bid validity should be extended suitably by the bidder, as and when advice by OIL.

- (3) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **PROFORMA-B**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.
- (4) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (5) Bids submitted after the Bid Closing Date and Time will be rejected.
- (6) **Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted. Bids received in any other form shall not be accepted.**
- (7) Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- (8) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (9) Any Bid containing false statement will be rejected.
- (10) **There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.**
- (11) Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid documents have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- (12) Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bids submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- (13) Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection.
 - (i) Firm price
 - (ii) Liquidated Damage and Penalty Clauses
 - (iii) Performance bank guarantee / Security deposit clause

- (iv) Arbitration / Resolution of Dispute clause
- (v) Acceptance of Jurisdiction and Applicable law of Gabon
- (vi) Termination clause
- (vii) Force Majeure cause
- (viii) Tax Liabilities clause
- (ix) Insurance clause
- (x) Safety Environment & Labour Laws

(C) DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their technical bid as under:

- (1) Technical Specifications Sheet with brief description of Liner Hanger Running and Setting Tools identified for deployment in the event of contract must be furnished to fulfil Clause No. (A) 1.0 & 2.0 above.
- (2) **Vintage** of the offered Liner Hanger Running Tool: Necessary certificate from OEM / Any valid document from a reputed Third Party Inspection agency must be furnished to substantiate the age of the unit & tools as per Clause No. (A) 1.0(iii) & (A) 2.0(ii) above.
- (3) Bidder must submit necessary documentary evidences as noted below in support of the experience under the clauses (A), 3.0 (i) to (iii) above:

Liner Hanger experience of bidder: Statement to be furnished by bidder in a tabular form as per **ANNEXURE-II** along with following documents:

- (i) Copies of contracts/work orders [with brief Scope of work, Number of wells & Contract duration showing detail address (es) of client(s)]
- AND**
- (ii) Completion Certificates/Payment certificates/Performance Report/Release of final payment issued by the clients for the above corresponding contracts.
- (iii) Any other documentary evidence that can substantiate satisfactory execution of each of the contract/job cited above.
- (4) An undertaking to provide qualified experienced personnel to carry out the jobs as per scope of work along with the technical bid as per **ANNEXURE-VII**. Individual Bio-data/CV/Resume of the personnel to be furnished prior to mobilization.
- (5) An undertaking vide **ANNEXURE-VI** to complete mobilization of resources at site to take up the assignment in the event of a contract within **60 (Sixty) days** for Liner Hanger Service (including supply of all items/equipment/consumables etc) from the **date of issue of Mobilization Notice** by the Company.
- (6) The Bidder/Service Provider must confirm in an undertaking to provide Liner Hanger Service as per Scope of work of the tender.

- (7) Bidder to provide all copies of Agreement/MOU/Tie-up as supporting documents along with technical bid.

Note: Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive and shall be rejected in such case. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

- (8) **Financial Turnover:** Copy of audited Balance sheets/Profit & Loss Accounts etc. for the last 3(three) accounting years or a certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-III**.

- (9) Bidder while submitting the documents in support of their experience vide Clause (C), 3.0 above shall also submit details of experience and past performance of Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para (A), 3.0 above.

NOTE: All Certificates and documentary evidences required to be submitted in support of Para (C) from Sl. Nos.(1) to (9) above, should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English by a certified translator and submitted along with the bid. Illegible and incomplete certificates or documents or without English translation will not be considered for evaluation.

(D) GENERAL CRITERIA:

- (a) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- (b) If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- (c) In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on

account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

- (d) **Submission of Forged Documents:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **ANNEXURE-V.**
- (e) All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.
- (f) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (g) The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.
- (h) For evaluation of Bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to bid opening will be taken into account for conversion.
- (i) Any exception/deviation to the tender must be spelt out by the bidder in their "Technical Bid" only. Any additional information/terms & conditions furnished in sealed Price Bid will not be considered by OIL for evaluation/award of contract. However, OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document.

(E) EVALUATION CRITERIA:

Techno-commercially Qualified Bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be substantially responsive after subjecting to Bid Evaluation Criteria (BEC) shall be considered for further evaluation as per the Evaluation Criteria given below:

- (a) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B.**

- (b) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
 - (c) If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery/Lots among the bidders within the same position.
 - (d) The rates towards Mobilization & Interim Re-mobilization Charges and De-mobilization and Interim De-mobilization Charges will be restricted to the limit indicated against each as under:
 - (i) Mobilization & Interim Re-mobilization charges of Liner Hanger Equipment / Tools / Consumables and Liner Hanger Expert etc **shall not exceed 20 % of the total evaluated contract price** for 2(Two) wells operations. However, mobilization charges if quoted in excess of **20 %** of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.
 - (ii) De-Mobilization & Interim De-mobilization Charges of Liner Hanger Equipment /Tools/ Consumables/ Liner Hanger Expert etc **shall not exceed 5% of total evaluated contract value** for 2(Two) wells operations.
 - (e) The Liner Hanger Setting Tool with consumables (left-over) including equipment, tools, materials etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty. Hence, NIL rates have to consider for Custom Duty. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.
- Note:** The equipment/items/materials if imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation by the contractor/service provider. The Contractor/service provider should arrange for re-export of all items/equipment/materials within a specified period.
- (f) The quantities shown against each item in the "Price Bid Format (i.e. in **PROFORMA-B**" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
 - (g) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **PROFORMA-B**.

**TOTAL EVALUATED CONTRACT COST FOR LINER HANGER SERVICES FOR 2(TWO)
WELLS INCLUSIVE OF ALL CHARGES & ALL TAXES EXCEPT CSS & TVA: R**

NOTES:

- (i) The items for the services are as defined in Schedule of Rates (Part-3, Section -IV).

(h) **Not in Use**

END OF PART-2

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or Bid Evaluating Criteria (BEC)/Bid Rejection Criteria (BRC).

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) **"Affiliate"** means any Person which Controls, or is Controlled by, or under common control with a Party; "Control" in this context means ownership of more than fifty percent(50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise;
- (b) **"Approval"** means and include the written consent duly signed by Company or their authorised representative in respect of all documents, drawings or other particulars in relation to the CONTRACT;
- (c) **"Company / OIL / Operator"** means Oil India Limited;
- (d) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel;
- (e) **"Company's Items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company;
- (f) **"Contract"** means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (g) **"Contractor"** means the person or persons, firm or company or corporation incorporated, who has been awarded with the contract consequent upon acceptance of bid by Oil India Limited and includes contractor's legal representatives, his successors and permitted assigns;
- (h) **"Contractor's Items"** means the equipment, materials and services, which are to be provided by Contractor at the expense of the Contractor;
- (i) **"Contractor's Personnel"** means the personnel to be provided by the contractor to provide services as per the contract;

- (j) **"Contract Price"** means the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the contractor for the entire execution and completion of the services/works, including modification / change order issued by the Company;
- (k) **"Co-ventures"** shall mean any co-ventures with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in Operating Agreement the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.
- (l) **"Drawings"** shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto;
- (m) **"Equipment / Materials / Goods"** shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the company for/under the CONTRACT and amendments thereto;
- (n) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property;
- (o) **"Wilful Misconduct"** shall means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property;
- (p) **"Inspectors"** means any person or outside Agency nominated by Company to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT;
- (q) **"Services"** means and include all items and things to be supplied / done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract on written communication from company;
- (r) **"Site"** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;

- (s) **"Sub-Contract"** means order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of company on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT;
- (t) **"Work"** means each and every activity required for the successful performance of the services described in **Part-3, Section-II**, the Terms of Reference;

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF OPERATION AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.

2.2 MOBILISATION TIME:

(i) The mobilization of entire **Liner Hanger equipments along with consumables including manpower** as specified in the contract shall be completed within **60(Sixty)-days** from the date of **Mobilization Notice**.

2.3 DATE OF COMMENCEMENT OF OPERATION:

(i) The date & time of starting of the **Liner Hanger job** in each well after completion of mobilization of entire liner hanger running tool / spares / equipment / manpower, consumables etc shall be treated as the date of Commencement of Operation.

2.4 DURATION OF CONTRACT: The duration of the Contract shall be valid for **7(Seven) months** from the date of commencement of operation, for two drilling locations till completion of demobilization & re-export of entire tool/spares/equipment, leftover consumables etc. including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s) of the Contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing. In case of extension of the contract to another drilling location, the duration of the contract shall be suitably extended.

2.5 DEMOBILIZATION TIME: The Contractor shall arrange for demobilization and execute re-export (if applicable) of the entire Liner Hanger Running Tool, Equipment, Spare, Accessories, Manpower, leftover consumables etc. from the date of issue of demobilization notice from Company (OIL) and to be completed **within 60 days**.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Terms of Reference (**Part-3, Section-II**) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.
- 5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified personnel to perform the Work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. For engagement of labours, law of Gabon shall be applicable.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their

transportation to & from field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

- 5.4 Contractor's key personnel shall be well conversant in English (Read & Write). Personnel with knowledge of French language will be an added advantage.

6.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's Engineer / representative will be associated with the work throughout the operations for overall co-ordination and operational management of the contract. Company's Engineer/representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

7.0 WARRANTY AND REMEDY OF DEFECTS

- 7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency, and with the current state of the art technology/oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work/Terms of Reference. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

- 7.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 8.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

- 8.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 8.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.
- 8.4 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.5 During this Contract, Company and its employees, agents, other contractors, subcontractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, subcontractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

9.0 TAXES:

- 9.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 9.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in Gabon by Contractor.
- 9.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the

contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 9.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities'/Govt. agency/local authority at the time of obtaining "No Objection Certificate", if required for releasing payments to the Contractor.
- 9.5 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 9.6 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor except the CSS and TVA which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 9.7 **Contribution Sociale de Solidarité (CSS):** The quoted rates/prices should be **exclusive of CSS**, which, if applicable, will be paid extra by Company against each invoice.
- 9.8 **Taxe sur la Valeur Ajoutée (TVA):** The quoted rates/price should be **exclusive of TVA**. TVA as applicable shall be to the Company (OIL) account. However, OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.
- 9.9 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws.
- 9.10 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference, in case the rate of duty/ taxes finally assessed is on the lower side.

10.0 INSURANCE

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor, or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables as per

law of Gabon. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

- 10.2 Contractor shall at all time during the currency of the contract; provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore whichever is applicable as per law of Gabon amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Insurance regulations of the country.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company, the required certificates of the insurance policies as applicable in Gabon.
- 10.5 Any compensation arising due to accident of the Contractor's personnel or any loss/damage to the equipment, material etc. while carrying out the job, will be payable by the contractor.
- 10.6 If any of the above policies, expire or are cancelled during the term of this contract then the Contractor shall renew/replace the same. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

- 10.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

11.0 CHANGES

- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (change order) by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates **(Part-3, Section-IV)**. Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence, the 'force majeure' rate shall apply for the first 15(Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15(Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15(Fifteen) days force majeure period unless otherwise agreed to.

- 13.0 TERMINATION:** This contract shall terminate for the following reasons:
- 13.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.
- 13.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.
- 13.8 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination

- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION

Arbitration (Applicable for Suppliers/Contractors): Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) The parties undertake to settle amicably, as a matter of priority, any disputes arising out of this contract or relating in particular to its formation, validity, effects, interpretation, execution and resolution or termination.
- (2) The said disputes shall be resolved by arbitration in Libreville and submitted to a panel of three (3) arbitrators, two (2) of whom shall be appointed by each of the parties, the third arbitrator being chosen by the two arbitrators previously appointed.
- (3) Each party undertakes to appoint its arbitrator within fifteen (15) days, following the request for arbitration sent by one of the parties to the other, by registered letter with acknowledgement of receipt or by any proven means.
- (4) In the event of failure by one of the parties to appoint an arbitrator eight days after the formal notice sent to him by registered letter with acknowledgement of receipt, this arbitrator shall be appointed by the President of the Commercial Court of (Libreville), at the request of the most diligent party.
- (5) If the two Arbitrators appointed by the parties fail to agree on the name of the third Arbitrator, he shall be appointed at the request of one or other of the Arbitrators, or of one or other of the parties, by the President of the Commercial Court of Libreville.
- (6) In the event of the death, abstention or incapacity of one of the arbitrators, as in the event of a challenge, his replacement shall be provided under the same conditions as those under which he was appointed.
- (7) The arbitrators shall, within fifteen (15) days of their appointment, constitute themselves as an arbitral tribunal and render their decision within three (3) months of the said date. The arbitral tribunal will sit in (Libreville).

- (8) The Arbitral Tribunal shall not be bound by the ordinary rules of procedure, and shall determine the rules of procedure to be followed before it, ensuring that all documents, notes, memoirs and the adversarial nature of the debate are fully communicated.
- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of *res judicata*, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.
- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and Contractor) shall be responsible to make the fees payable of the third Arbitrator appointed or any other Arbitrator and the expenses incurred shall be shared equally by the parties.
- (14) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

15.0 APPLICABLE LAW

- 15.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of Gabon for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in Libreville.
- 15.2 The Contractor shall ensure full compliance of various Gabon's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses/labour licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.
- 15.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 15.4 The Contractor shall not engage labours who are minor or debarred from labour job as per law of Gabon under any circumstances. Persons who are senior citizen or above 63 (sixty-three) years age also shall not be deployed.

16.0 NOTICES

16.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by email and confirmed in writing to the applicable address specified below:

(A) **COMPANY:**

GENERAL MANAGER-GABON,
OIL INDIA LIMITED, GABON PROJECT
La Sablière Immeuble FIDJI
(Pres de l'ancienne Cour Constitutionnelle)
Libreville. B.P. 23134, GABON
Tel. No. :+(241) 01442992
E-mail Id: oilgabonproject@gmail.com / gabonproject@oilindia.in

(B) **CONTRACTOR:**

M/s :
Address :
Phone No :
Cell No :
E-mail Id :

16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17.0 SUB-CONTRACTING/ASSIGNMENT: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

18.0 SUBSEQUENTLY ENACTED LAWS : Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

19.0 MISCELLANEOUS PROVISIONS:

19.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or Local/State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in Gabon, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 19.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 19.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 19.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.
- 20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **10% of the total evaluated contract value** within **15(Fifteen) days** from the date of issue of LOA.
- 20.1 Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque/Bank's certified cheque/Performance Bank Guarantee (PBG) as per **Proforma-H** or in any other format acceptable to the company. Company will discharge the bank guarantee not later than 30 days following its expiry.

In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor.

21.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 21.1 Time is the essence of this contract. The Contractor must complete the mobilization of entire unit, equipment, machineries, items, consumables, personnel for commencement of operation with uninterrupted service within the written order of the contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5%(half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5%(seven & half) of the total Contract Price. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in **Clause 2.0 of Part-3, Section-I of GENERAL CONDITIONS OF CONTRACT (GCC)**.

- 21.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.
- 21.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 22.0 CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.
- 23.0 LIABILITY:**
- 23.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors or its Affiliates or Co-ventures shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 23.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 23.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.

- 23.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or its Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or their servants, agents, nominees, assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 23.7 The Company hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 23.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

24.0 INDEMNITY AGREEMENT

- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 24.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-

contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

25.0 INDEMNITY APPLICATION

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

26.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time as per Gabonese Law of the area, if available as per requirement. The facilities to be given to the labourers should conform to the provisions of labour laws as per Gabonese Law.

27.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

28.0 WAIVERS AND AMENDMENTS: It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

29.0 PAYMENT & INVOICING PROCEDURE

29.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.

- 29.2 Payments due by Company to Contractor shall be made by cheque or Bank transfer at Contractor's designated Bank. All Bank charges, if any will be to Contractor's account.
- 29.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 29.4 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 29.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 29.6 Contractor will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for different currency.
- 29.7 Contractor to raise invoices on monthly basis in a period of 30 days for the actual job done certified by the company's representative(s).
- 29.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 29.9 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 29.3 above.
- 29.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 29.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query /objection.
- 29.12 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

29.13 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the Contract, if required.
- b) Tax audit report for the above period, if required under the Gabonese Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its subcontractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Gabonese Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

29.14 **Payment to the party within Gabon will be through A/c. Payee Cheques or online transfer in Local currency (FCFA). Payment to the party outside Gabon or the party who quote in other than Gabonese Currency (FCFA), will be made by Bank Transfer or any other mode acceptable to the company in US Dollar/EURO or any other currency (easily convertible) quoted by the party. The Bank charges applicable shall be to contractor account. Contractor to furnish the complete details of the Bank, beneficiary Account No., Swift Code No. of the bank, the country code and any other details of the bank account. Bidder to consider the above, while quoting.**

29.15 **Currency of Payment:** The payments due to this agreement shall be made as per the currency adopted in the agreement which are easily convertible currency such as EURO or GBP or US\$ or FCFA (Local currency of Gabon). However, in case of difficulty in payment as per the agreed currency of the agreement, then the same will be converted into any of the other easily convertible currency (EURO or GBP or US\$ or FCFA) and accordingly payment shall be made for the actual work done.

30.0 **RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

31.0 WITH-HOLDING:

31.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing on account of subsequently discovered evidence in order to protect Company from loss on account of:

-
- a) For non-completion of jobs assigned as per **Section II**.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.

- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following: -

- i) Order issued by a Court of Law in Gabon
- ii) Income tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

32.0 SET OFF CLAUSE

Any sum of money due and payable to the contractor (including Performance Security refundable to them) under this contract or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or person contracting through OIL).

33.0 RECORDS, REPORTS AND INSPECTION

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records, which shall be

open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said information, or give out to any third person information in connection therewith.

34.0 INTELLECTUAL PROPERTY OWNERSHIP

While providing the Services to Company, contractor may utilize expertise, know-how and other intellectual capital (including intellectual Property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are contractor's exclusive property and which Contractor may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to Company to use Contractor intellectual capital (including intellectual property).

35.0 INTELLECTUAL PROPERTY INFRINGEMENT

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its Services. Except when such infringement is caused due to (a) combination of contractor's equipment or Services in combination or their equipment and / or services not recommended by Contractor (b) out of unauthorized additions or modifications of contractor's equipment or services by Company, or (c) Company's use of contractor's equipment or services that does not correspond to Contractor.

36.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

37.0 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

38.0 The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface including all claims, demands and causes of action of every kind and character arising from such pollution or contamination.

39.0 CUSTOMS DUTY:

- (i) The services under this Contract shall be carried out in OIL's exploration areas, for which, the items / equipment / spares / tools / materials to be imported in connection with execution of this particular Contract are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. **Bidders/Service Providers should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.**
- (ii) Bidder/Contractor should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of DGH-Gabon approval for exemption of Custom Duty benefit. Contractor shall make written request to DGH-Gabon immediately through company (OIL) after shipment of the goods indicated by them in Proforma-A along with the invoices and all shipping documents (with clear 15(fifteen) working days notice) requesting for exemption of Custom Duty. OIL will provide necessary documents, if required to avail Custom duty exemption. It shall be however, Contractor's responsibility to obtain recommendation of approval from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH-Gabon arising solely as a result of any default on the part of the Contractor. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- (iii) It is the single point responsibility of the contractor to clear all the material, equipment, items from custom authority of Gabon, transportation to the well site, storage of all the required consumables including tubular at their own cost.
- (iv) **Re-Export:** The equipment/items/materials to be imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation. The Contractor should submit all the clearances obtained from the respective Custom authorities and other agencies for re-export of the entire equipment, tools, items, consumables (Leftover) to the company before releasing the final bill. The Contractor/Service provider should arrange for re-export of all items/equipment/materials within the specified period mentioned in this contract document. If the re-export is not completed within the specified period; then the applicable customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and Performance Security. Also, the Contractor will be fully responsible to pay the customs duty with other duties & taxes including Penalty.

END OF SECTION-I

PART-3
SECTION-II
SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATION

Brief description of service: “Hiring of Liner Hanger Services including supply of all equipments, manpower, materials and consumables, if any” for completion of drilling of two (2) exploratory vertical drilling wells in SHAKTHI BLOCK-II, Gabon with an option of extension of the contract to another drilling location at the sole option of the company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s).

This section establishes the scope and schedule of the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.

1.0 DEFINITION OF WORK

Contractor to provide liner hanger services with complete packages of equipments, manpower, all other accessories required to carry out successful cementation jobs for two vertical drilling wells of TD: 2570 m & 1950 m at Loc. C & Loc. LE respectively. Liner Hanger service shall be on call basis.

2.0 OTHER INFORMATION

The proposed two exploratory wells will be drilled by engaging a Charter Hire on-land electrical drilling rig of 3000 HP capacity. The wells will be vertical with formation pressure to be near hydrostatic. The wells are planned to achieve TD in 8.½” hole and open hole section will be enlarged to 9.⅝” by using 9.½”-9.⅝” under reamer. Both the wells are planned to be completed by lowering 7” production liner to TD. In the case when due to operational issues the 8.½” hole section cannot be drilled to well TD, a 7” liner will be set as a drilling liner (as deep as practically possible). After this the well will be drilled to TD in 6” hole size. In this case a 4.½” liner would only be run to well TD if oil shows indicate that the well may be tested. Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig.

3.0 BRIEF DESCRIPTION OF SHAKTHI BLOCK-II

The Shakthi Block-II (G4-245) was awarded to a consortium of M/s Oil India Limited (OIL) & M/s Indian Oil Corporation Limited (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas, where OIL is operator. Shakthi Block-II (G4-245) with total surface area of 3761.25 SQ.KM is situated in Interior- Basin, Gabon. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna.

4.0 BRIEF DESCRIPTION OF THE LOCATIONS:

- The wells to be drilled viz. Loc C & Loc LE are approximately 190 km & 175 km away by road from Libreville, Gabon and are approximately 95 km & 80 km away by road from Lambarene towards Libreville respectively.
- The distance between the two locations is approximately 25 Km by road.
- The nearest major airport to the location is Libreville (about 250 kilometres away); with seaports at Libreville & Port-Gentil and River Port at Lambarene.
- Drilling is to be started tentatively by February/March 2020.
- The wells are located within the Interior Sub-basin and are in forest area.
- The TD of the wells are Loc. C=2570 m & Loc. LE=1950 m.
- Wells are expected to be normally pressured and the bottom hole temperature is estimated to be 88 Deg C at 2570 metre in Loc. C and 76 Deg C at 1950 metre in Loc. LE.
- Target formations are the N'Dombo and M'Vone.
- The Sub-surface pressure at the reservoir is expected to be nearly hydrostatic.
- Mud loss is not ruled out in the unconsolidated shallower formations

5.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF SHAKTHI BLOCK:

Table-1: General Stratigraphy/Lithology of Shakthi Block

	Age	Group	Formation	Thickness(m)	Lithology
Cretaceous	Albian		Madiela+Ezanga	100	Sand with carbonate
	Aptian	Ezanga		100	High proportion of soluble salt
		N'zemeasso	ConiquetSst	130-150	Shale
					Sandstone
		N'Toum	BikeleSst		Cross bedded Sst
					Alternating shale & cross bedded Sst
	Berriasian	Remboue	BenguinSh	150-200	Black colour schist/shale
			SchisteseSh	100	Brown colour schist/shale
		BifounSh			
		SchisteseBruns	ForouePlageSst	83-365	Sandstone & shale
	Hauterivian	Kango	BikoumeSh	400	Bluish Shale
	Valanginian		BokouSh	400-500	Bluish Shale
Berriasian	KekeleSst		50-100	Sst transition	
Jurassic	N'Dombo		N'DomboSst	125-200	Conglomerate at bottom and cross bedded coarse to medium gr Sst at top
	M'Vone	M'VoneSh/Sst	100-200	Fluvial Sst (40-100) at bottom covered by violet coloured claystone.	
Permian		Agola	Agoula	200-300	Glacial conglomerate bituminous schists carbonate, red claystone and Sst.
Late Precambrian		Noya	Noya	300-2000	Complex sediments, glacial Sst, shale & reddish fluvial-lacustSst
Precambrian				Basement	

5.1 EXPECTED FORMATION TOPS OF THE LOCATIONS:

(A) Expected Formation Tops of the Loc. C are presented in the table below:

Ground Level Elevation above Sea level =28.65 m

Drill floor elevation above sea level = 37.65 m.

Drill Floor Elevation above Ground Level= 9.0 m

Table-2: Formation Tops of Loc. C

Formation	TVDSS (m)	TVD (m BDF)
Madiela/Como	-28.65	9
Benguie	308	345
Bifoun	520	560
ForouPlage *	1155	1195
Bikoume	1170	1210
Bokue	1720	1760
N'Dombo**	2350	2390
TD	2530	2570

Note: **Primary Target; *Secondary Target

(B) Expected Formation Tops of Loc. LE (Lassa East-1) are presented in the table below:

Ground Level Elevation above Sea level =37.07 m

Drill floor elevation above sea level = 46.07 m.

Drill Floor Elevation above Ground Level= 9.0 m

Table-3: Formation Tops of Loc. LE

Formation	Depth (m) TVDSS	Depth (m) TVDBDF
Bifoun	-37.07	9.0
ForouPlage *	225	270
Bikoume	266	310
Bokue	730	775
N'Dombo**	1250	1295
M'Vone*	1440	1485
Agoula	1610	1655
Base Agoula	1880	1925
Total Depth	1900	1950

Note: **Primary Target; *Secondary Target

5.2 SURFACE CO-ORDINATES OF THE LOCATIONS

The Surface co-ordinates of the proposed drilling locations are given below:

Table No - 4		
As Per WGS84 System		
Location Lassa East (LE):		
Latitude		0°14'45.8377"S
Longitude		10°20'31.1269"E
Location C:		
Latitude		0°18' 28.4862"S
Longitude		10°16' 01.4692"E
As per UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.		
Location Lassa East (LE):		
X		649 459.59
Y		9972 753.65
Location C:		
X		641 121.70
Y		965 916.84

CASING/LINER, CEMENTING& MUD POLICY: In brief the casing, cementing & mud policy of the two wells to be drilled are as below:

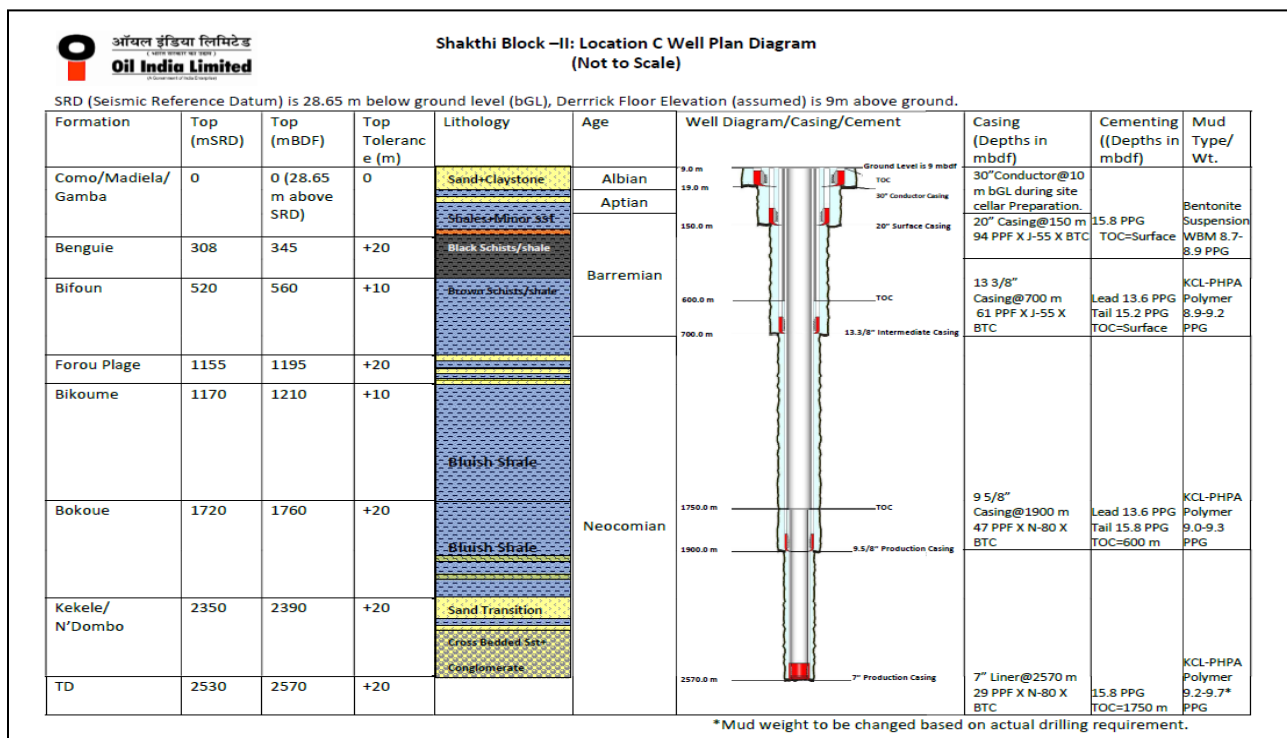


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

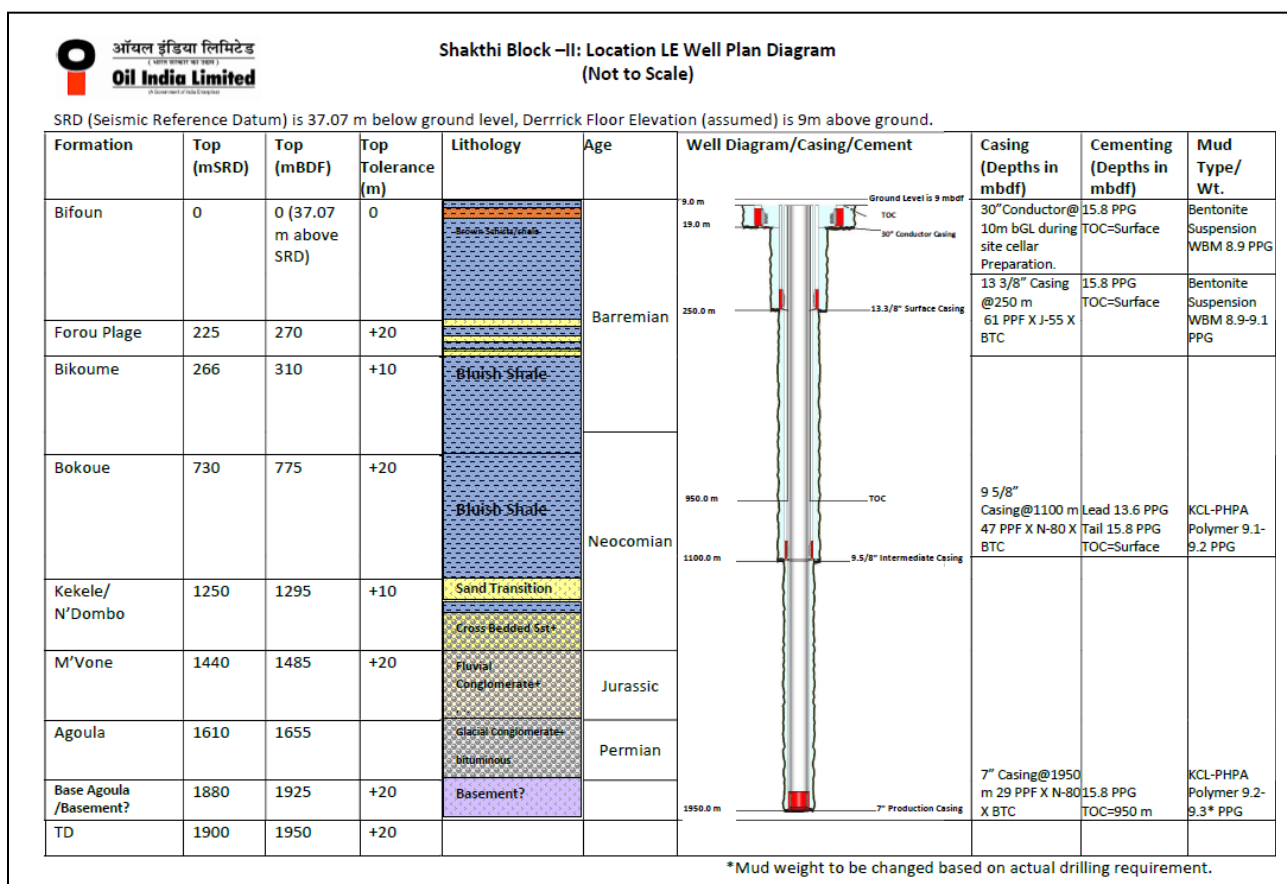


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

5.3 CASING POLICY:

Table-5: SUMMERY OF CASING, CEMENTING & MUD POLICY						
Casing/ Liner	Hole size	Casing Size	Loc:LE	Loc:C	Cement	Mud-WBM
Surface casing	26"	20", J-55x94ppfxBTC	-----	0-150	Up to surface	8.7-8.9ppg Bentonite Suspension.
Intermediate Casing	17.1/2"	13.3/8", J-55x61 ppfxBTC	0-250	0-700	Up to surface	8.6-8.9 ppg polymer mud*
Production Casing	12.1/4"	9.5/8", N-80 x 47 ppfxBTC	0-1100	0-1900	Up to surface	8.9-9.3 ppg Polymer mud
Production Liner	**8.1/2"	7", N-80 x 29 ppfxBTC	950-1950	1750-2570	100 m inside 9.5/8" casing	9.3-9.5 ppg Polymer mud
Production EUExN-80	tubing:3.1/2"X12.95	ppf	1950	2570	-----	2% KCl brine

* Bentonite Suspension mud will be used for drilling 17.1/2" hole for Loc. LE.

**Hole enlargement to 9.1/2" to 9.5/8" by under reamer.

5.4 CEMENTING PROGRAM:

A. FOR LOC. C:

Table-6: General Casing & Cementing Plan & Quantity								
Hole Size (in)	Casing/Liner			Cementing				
	Size (in)	Amount (m)	Type	Grade & Class	Density (PPG)	Cement Qty (MT)	Cement upto	Stages
26	20	0-150	94 PPF x J-55 x BTC	API Class-G	15.8	55.38*	Surface	1
17.½	13.⅜	0-700	61 PPF x J-55 x BTC	API Class-G	Lead=13.6 Tail=15.2	54.88**	Surface	1
12.1/4	9.⅝	0-1900	47 PPF x N-80 x BTC	API Class-G	Lead=13.6 Tail=15.8	50.84**	150 m inside 13.⅜" casing	1
8.½	7	1750-2570	29 PPF x N-80 x BTC	API Class-G	15.8 ppg	25.53***	150 m inside 9.⅝" casing.	1

*100%, **20%, ***15% excess volume considered.

B. FOR LOC. LE:

Table-7: General Casing, Cementing Plan & Quantity								
Hole Size (in)	Casing/Liner			Cementing				
	Size (in)	Amount (m)	Type	Grade & Class	Density (PPG)	Cement Qty (MT)	Cement upto	Stages
17.½	13.⅜	0-250	61 PPF x J-55 x BTC	API Class-G	15.8	42.59*	Surface	1
12.1/4	9.⅝	250-1100	47 PPF x N-80xBTC	API Class-G	Lead=13.6 Tail=15.8	41.36**	150 m inside 13.⅜" casing	1
8.½	7	950-1950	29 PPF x N-80xBTC	API Class-G	15.8 ppg	31.58***	150 m inside 9.⅝" casing.	1

*100%, **20% & ***15% excess cement volume consideration.

6.0 SCOPE OF WORK:

A.0 SCOPE OF WORK: LINER HANGER SERVICE

This section establishes the scope of work to be performed by Contractor for offering Liner Hanger services with all equipment, consumables and man power and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

The contractor is required to provide services described herein but not limited to under noted activity:

1. To provide expert services with Tools / Equipment / Consumables for lowering 7" liner in 8-½" hole (may be enlarged to 9.½" with under reamer), setting 7" liner hanger against 9.⅝" casing, Hydraulic setting slips in the annulus (7" X 9-⅝").
2. **To provide primary services of Liner Hanger Engineer for running, setting, testing of 7 inch Liner Hanger on Call Basis i.e. the service should be ready as stand by to commence the job at designated well. The Contractor should mobilize the Liner Hanger Running tool with complete assembly of Liner Hanger Packer & other consumables and manpower at well site within 60 days of mobilization notice. However, Contractor will be paid up to maximum 8 (Eight) days of operating & standby rate in total for each well/each job.**
Note: The Drill pipes available with the Rig is 5-1/2" HT55 CONNECTION, TOOL JOINT ID: 4", WEIGHT 24.7 PPF.
3. The Contractor will be required to provide the intended services as desired by the Company as and when required in line with the contractual terms.
4. To provide services of Liner Hanger Engineer for "7 inch casing Tie – Back" operation and "4.½" Liner Hanger Operation" as and when required basis, in case of company's decision to lower "Tie-Back" string and drilling 6" slim hole as a contingency plan depending on operational requirement. It should be noted that above mentioned two optional services are not interlinked.

Note: In order to provide above services, the contractor shall mobilize their equipment & competent personnel / experts. The contractor personnel based at well site shall be required to plan and execute above activities in close coordination of the Company Representative.

7.1 GENERAL SERVICE REQUIRED:

- (i) To carry out mobilization of tool/equipment/consumables to the designated drilling location.
- (ii) To mobilize personnel (Liner Hanger Expert) to drilling location on receipt of mobilization notice from company.
- (iii) To carry out installation & commissioning of required facility in drilling location.
- (iv) To carry out dismantling of contractor's facility at drilling location upon receipt of demobilization notice from company.

7.2 SPECIFIC SERVICE REQUIRED AT DRILLING LOCATION:

- 7.2.1** To assemble 7" Liner Setting tool with all accessories such as: Setting Collar with TBR (Tie Back Receptacle), Liner Hanger, RPOB (Retrievable Pack-Off Bushing), Slick Joint etc. on ground level with the assistance of Rig Crew in coordination with Company Representative & Tool Pusher.
- 7.2.2** To service RPOB and dress with a brand new set of inner & outer seal before inserting inside setting collar.
- 7.2.3** To make up Shoe, Float Collar and Landing Collar with casing joint on ground level (using thread lock compound).
- 7.2.4** To supervise installation of Casing Centralizers (Solid Body Type) & Stop Collar in 7" Liner joints (on ground before running in starts) by Rig Crew in coordination with Company Representative & Tool Pusher. The Casing Stand-off Programme will be designed by the Contractor.
- 7.2.5** To monitor 7" Liner running in operation performed by Rig Crew in coordination with Company Representative & Tool Pusher.
- 7.2.6** To monitor the makeup torque while tightening shoe / float collar / landing collar / liner hanger etc. etc.
- 7.2.7** To monitor casing fill – up volume & Hole fill up volume in coordination with Company Representative & Tool Pusher.
- 7.2.8** To supervise "making-up" Liner setting Tool complete with all accessories with liner string on Drill floor by Rig Crew in coordination with Company Representative & Tool Pusher.
- 7.2.9** To design the configuration of drill pipe string for lowering Liner as well as setting slips in coordination with Company Representative & Tool Pusher.
- 7.2.10** To monitor hook load (Liner string & drill pipe string) during running in.
- 7.2.11** To monitor drifting of all drill pipe before lowering into hole in coordination with Tool Pusher.
- 7.2.12** To monitor the tally of drill pipe string and Liner string during running in coordination with Tool Pusher.
- 7.2.13** To monitor circulating pressure as and when it is decided to establish circulation during running in liner in coordination with Company Representative & Tool Pusher.
- 7.2.14** To arrange for and set hanger hydraulically with liner shoe as close as possible to drilled depth.
- 7.2.15** To re-establish circulation after setting hanger.
- 7.2.16** To release Liner string from setting tool in coordination with Company Representative & Tool Pusher.
- 7.2.17** To monitor reverse/forward circulation (for pumping out any excess cement after the drill pipe string is pulled out above receptacle). The reverse circulation depth will be just above the Tie Back Receptacle (TBR).
- 7.2.18** To monitor laying down Heavy Duty Cementing manifold from drill floor after completion of cementing operation in coordination with Tool Pusher.
- 7.2.19** To supervise laying down setting tool with Slick Joint, once it is pulled out of hole.
- 7.2.20** To submit a detailed report on Liner Hanger Operation to Company Representative by Liner Hanger Expert after completion of the job.
- 7.2.21** To maintain and service all equipment belonging to Contractor and thus avoid downtime.
- 7.2.22** Any other jobs generally connected with such services or bringing-in a well to health shall be provided by the Contractor when called upon to do so including supply of extra items/equipment (on mutually agreed terms & conditions).

7.3 SPECIFICATION AND DETAILS OF TOOLS / EQUIPMENT /CONSUMABLES: (TO BE MOBILIZED BY CONTRACTOR)

Specifications and design features required for 7"x29ppfxN-80xBTC Liner Hanger system and ancillaries, and a contingency 4.½"x11.6ppfxN-80xLTC Liner Hanger system and ancillaries. The contractor shall deliver all the equipment at rig site at contractor's cost and risks.

7.3.1 7" x 9-⅝" HYDRAULIC SET NON ROTATING LINER HANGER

- a) 7"x29ppfxN80xBTC by 9.⅝"x 47ppfxN80xBTC.
- b) Setting collar.
- c) Sufficient strength to hang ± 900m of 7"x29ppf liner in a vertical well.
- d) Tieback Receptacle (TBR): 4 ft.
- e) Drifted to 6.059"

7.3.2 4-½" x 7" HYDRAULIC SET NON ROTATING LINER HANGER (OPTIONAL)

- a) 4.½"x11.6ppf x N80 x LTC by 7"x 29ppf x N80 x BTC
- b) Setting Collar.
- c) Sufficient strength to hang ± 600m of 4.½"x11.6ppf liner in a vertical well.
- d) Tieback Receptacle (TBR): 4ft
- e) Drifted to 3.875"

The above should be complete with the following accessories (but not limited to) for successful lowering of 7" Liner, setting of Hanger, Cementing of Liner, hydraulic Setting slips in the annulus of 7" X 9.⅝":

- (i) Liner Setting Tool.
- (ii) Slick Joint for screwing the Liner Wiper Plug.
- (iii) Setting Collar with RPOB (Retrievable Pack-off Bushing)
- (iv) RPOB (Retrievable) is to be dressed with brand new set of inner & outer seal.
- (v) Landing Collar with provision for Back Pressure Valve.
- (vi) Drill pipe pump down plug.
- (vii) Liner wiper plug.
- (viii) Float Collar for 7"x 29.0ppf x N80 x BTC with provision for Back Pressure Valve.
- (ix) Float Shoe for 7" x 29.0ppf x N80 x BTC with provision for Back Pressure Valve.

7.4 EQUIPMENTS TO BE SUPPLIED

7.4.1 7" Liner Hanger Running / Setting Tool complete assembly with setting collar and RPOB.

7.4.2 4.½" Liner Hanger Running / Setting Tool complete assembly with setting collar and RPOB (Optional).

NOTES :

- (i) The contractor shall submit two sets of printed technical literature along with technical specification, Make / Model / Type and detailed drawing of each & every accessory of Liner Hanger assembly including Setting Tool, Cementing Manifold etc.

- (ii) All consumable items must be brand new & un-used. **The quantity of different consumables to be supplied by contractor is specified in the “Schedule of Quantity” under Section-IV.**
- (iii) The Hanger must be lowered and set in one trip.
- (iv) An overlapping of 150 meter of 7” Liner is planned inside 9.5” casing.

7.5 VINTAGE OF TOOLS / EQUIPMENT:

- 7.5.1** The vintage of the Surface tools and other equipment supplied by the Contractor **shall not be of more than five (5) years old** as on original bid closing date counted from the date of its manufacturing. The contractor shall furnish certificates/documents in this regard in support.
- 7.5.2** All down hole equipment must be new or in first class working condition, completely redressed with new parts and contractor shall guarantee its satisfactory performance. The contractor shall furnish certificates/documents in this regard in support.

7.6 MOBILIZATION/INSTALLATION/DEMObILIZATION:

- 7.6.1** All tools/ equipment/ accessories/consumables will be mobilized to the designated drilling location upon receipt of Mobilization Notice. The equipment will be installed and made operational for carrying out assigned jobs.
- 7.6.2** Entire set-up will be dismantled at the end of operation and demobilized after successful completion of job upon receipt of demobilization notice from Company.

7.7 DETAILS OF PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 7.7.1** The Contractor will deploy **1 (one) Liner Hanger Engineer** [competent, qualified and trained personnel] with **minimum five (05) years** independent experience in deep well job and other associated jobs as per ‘Scope of work’ on call basis i.e. the person should be ready as stand by to be reported within one week notice. Contractor should take prior approval from the Company for deploying of Liner Hanger Engineer.
- 7.7.2** Liner Hanger Engineer at designated drilling location will function on behalf of the contractor and will be responsible for all operations assigned to the contractor by Company as per the scope of work.
- 7.7.3** The Liner Hanger Engineer will coordinate with Company Representative & Tool Pusher for successful completion of assigned job.
- 7.7.4** Provision of PPE for contractor’s personnel will be the responsibility of contractor.
- 7.7.5** Personnel must be in possession of **Gabon Visa, Work Permit, and Yellow Fever Vaccination** etc. as per requirement, which shall be arranged by the Contractor at their own cost.
- 7.7.6** Company will provide lodging & food facility for one Liner Hanger Expert without charging any additional cost to the contractor at well site Base Camp managed by Rig Service Contractor.
- 7.8 General Remarks:** The following details are requested from bidder and to be mentioned in the Technical Bid:
 - 7.8.1** Full technical specification of the equipment and accessories.
 - 7.8.2** Details of past experience working in Gabon onshore projects.
 - 7.8.3** Details and record of QHSE.
 - 7.8.4** Inventory levels of materials and equipment maintained.
 - 7.8.5** Technical Support capability.

END OF SECTION-II

PART-3
SECTION-III
SPECIAL TERMS AND CONDITIONS OF CONTRACT (SCC)

The following Special Terms & Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- (i) The Liner Hanger Running Tool and all other equipment along with materials to be provided by Contractor shall be in good working condition. Any equipment/items/materials, if found to be not in proper working condition or ineffective, and may pose operational and/or safety hazard should be immediately replaced. NPT (Non productive time) due to above cause/fault shall be dealt as per terms & conditions of the contract.
- (ii) Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits, payment of Entry Tax or any statutory clearance as per law of Gabon for bringing Contractor's equipment / material to Work place and vice-versa shall be Contractor's responsibility.
- (iii) **Operation Time & Standby Time for Liner Hanger Service:** The total Time (Operation and Standby Time) for Liner Hanger Services along with manpower shall be given for a maximum of 16 (Sixteen) days or actual number of days for two wells, whichever is lower starting from arrival of the personnel at well site till interim-demobilization/final demobilization after completion of each job.

END OF SECTION-III

PART-3
SECTION-IV

SCHEDULE OF RATES & QUANTITY

Brief Description: “Hiring of Liner Hanger Services including supply of all equipments, manpower, materials and consumables” for completion of drilling of two (2) exploratory vertical drilling wells in SHAKTHI BLOCK-II, Gabon with an option of extension of the contract to another drilling location at the sole option of the company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s).

The bidders must quote the rates in the priced bid strictly as per the format outlined in **PROFORMA-B** considering the following. The quantity/parameter/volume of job shown against each item in the **PROFORMA-B** is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual job done and all “DAY RATE” charges shall be payable after prorating to the nearest quarter of an hour. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in **PROFORMA-B** only.

(I) FOR LINER HANGER SERVICES: The bidders must quote the following rates in their price bids considering the following:

A. MOBILIZATION CHARGES [MOB]:

- (i) Mobilization charges shall be payable on lump sum basis which cover all local and foreign costs (if any) of the contractor to mobilize the equipment and consumables as per policy and Liner Hanger Expert to the location and also include all duties, any other local and foreign taxes, service tax, visa fee, port fees and inland transportation etc.
- (ii) Mobilization will be completed when all the operating tools / equipment / consumables are received and unit/ tools / equipment are tested / calibrated to its rated specifications to the satisfaction of OIL along with operating crew at the designated drilling location.
- (iii) Mobilization charges will be payable when all equipment and personnel are positioned to undertake / commence the work assigned under the Contract at the location.
- (iv) **Mobilization charges shall not exceed 20% of the total estimated Contract value.** However, mobilization charges if quoted in excess of 20 % of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.

B. LUMP SUM CHARGES FOR LINER HANGER EQUIPMENTS:

- (i) Equipment to be provided at drilling site by the contractor for due performance of the services against this contract for which a lump sum charges will be paid.

- (ii) The lump sum charges include supply of spares and consumables, replacement/maintenance cost and any other operational requirement if any, during the contractual period. The contractor must maintain adequate stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

C. PERSONNEL CHARGES PER DAY:

- (i) Personnel charge of Liner Hanger Expert per 24 hours a day (pro rata basis for part thereof up to the completed full hours only) basis. Besides above, if the contractor engages any other personnel to assist their Engineer or for any other purposes, OIL will neither be responsible nor will pay for the same to the Contractor.
- (ii) Operational Spread Rate for Liner Hanger Expert is payable for liner hanger job will be paid for the following:
 - (a) For the period starting from Contractor's Tool/ equipment is lowered below Rotary Table and run into the hole till Contractor's Tool/ equipment is pulled out above Rotary Table after completion following down hole operations involving Liner Cementation.
 1. Lowering of Liner shoe with all accessories
 2. Lowering of Liner Setting Tool with all accessories
 3. Establishment of Circulation
 4. Setting of Hanger
 5. Cementing Operation
 6. Releasing of Liner string from liner setting tool
 7. Setting of Annulus Packer
 8. Reverse Circulation after cementation
 9. Pulling out of hole Liner Setting Tool
 - (b) OPERATING Day rate is payable for first 24 hours in case of 'Stuck-up or Fishing Operation' and Liner running is stopped due to well activity, mud loss or rig equipment failure. Standby rate for Liner Hanger Expert will continue till normal liner hanger operation is resumed.
- (iii) Personnel charges shall be applicable from the date of completed mobilization at the designated location till the date the contractor is advised to commence interim demobilization/demobilization.

D. STANDBY RATE FOR LINER HANGER EXPERT PER DAY:

- (i) Stand by rate will be payable per 24 hours a day (pro-rata basis for part thereof up to the completed full hours only) and will be applicable against temporary halt of operations due to rig repair / standby / shutdown etc.
- (ii) Standby Spread Rate is payable for Liner Hanger Expert at Well site for:
 1. Completion of all preparatory work to make ready liner string with accessories (Shoe/ Float collar/ landing collar/ centralizer/ setting tool) for lowering into the hole.
 2. Complete readiness for cementing manifold.

3. Complete readiness for cementing operation.
4. Period from his arrival at Well site till shoe joint is lowered below rotary table.
5. Period from liner setting tool is pulled out of hole (after completion of cementing operation) and till demobilization notice.

(iii) No standby day rate is payable if contractor's tool/ equipment fails to perform in down hole condition until the tool/ equipment is back in operating condition.

(iv) The total Time (Operation and Standby Time) for Liner Hanger Services along with manpower shall be given for a maximum of 16 (Sixteen) days or actual number of days for two wells, whichever is lower starting from arrival of the personnel at well site till interim-demobilization/final demobilization after completion of each job.

E. COST OF PRE-ASSEMBLE & TEST LINER HANGER [PRE]:

Contractor shall carry out pre assembling and testing of 7" Liner Hanger assembly prior to liner hanger job in each well.

F. DEMOBILIZATION CHARGES [DMOB]:

(i) The demobilization charges shall be payable one time on lump sum basis which include all charges towards demobilization of all contractor's equipment and crew from the drilling location to contractor's base upon completion/termination of contract. Company will serve a notice to Contractor to commence demobilization and no charges whatsoever will be payable from the date of demobilization notice.

(ii) All charges connected with demobilization including all fees, duties, penalties and taxes in relation thereto, insurance and freight within Gabon or on export/re-export outside Gabon will be to contractor's account. Bidder is to consider all the above while quoting.

(iii) Demobilization charges will be payable on submission of invoice along with re-export clearance certificate, any payment to be made for re-export etc and other necessary documents as required by applicable laws and asked by Company.

(iv) Demobilization charges shall not exceed 5% of total estimated Contract value.

G. Interim Mobilization & Interim Demonization

(i) **Interim Re-Mobilization:** The Interim Mobilization shall be applicable when Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 15 (Fifteen) days from the date of issuance of interim re-mobilization notice.

(ii) **Interim Demobilisation:** The Interim Demobilisation shall be applicable when the Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall

have to be de-mobilized from well site by the Contractor after completion in a particular well on receiving Company's notification.

GENERAL NOTES:

- (i) Bidder should submit the list of items with CIF, Libreville/Port-Gentil value to be imported into Gabon in connection with execution of this contract as per Proforma-A, enclosed.
- (ii) From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside Gabon after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).
- (iii) Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).

H. SCHEDULE OF QTY & RATES FOR LINER HANGER SERVICES:

(I) MOBILIZATION CHARGES: (MOB) INCLUDING INTERIM MOBILIZATION :

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
1	Mobilization charges of Liner Hanger Equipment /Tools/ Consumables and Liner Hanger Expert as stated in para (II)(A) of section IV	LUMPSUM	1		A1
2	Interim Mobilization of Liner Hanger Equipment /Tools/ Consumables and Liner Hanger Expert. as stated in para (II)G(i) of section IV	LUMPSUM	1		A2
MOB					A1+A2

(II) DE-MOBILIZATION CHARGES: (DMOB)

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
1	De-Mobilization charges of Liner Hanger Equipment / Tools / Consumables and Liner Hanger Expert. as stated in para (II)F of section IV	LUMPSUM	1		B1
2	Interim De-Mobilization charges of Liner Hanger Equipment / Tools / Consumables and Liner Hanger Expert. as stated in para (II) G (ii) of section IV	LUMPSUM	1		B2

	DMOB	B1+B2
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(III) TANGIBLE COST: (TAN)

SL NO	DESCRIPTION	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
1	7" Liner Hanger with packer (complete assembly), liner running/setting tool with setting collar, RPOB and all other accessories [LUMPSUM basis- including rental charges of running tool and cost of liner hanger packer].	NO	2		C1
2	7" Dress Mill and Tieback Mill (Optional)	NO	1		C2

PRICE FORMAT FOR CONSUMABLES:

SL NO	DESCRIPTION	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
	FOR 7"x 29.0ppf x N80 BTC CASING:				
1	7" Float Shoe	No.	2		C3
2	7" Float Collar	No.	2		C4
3	Landing Collar	No.	2		C5
4	Top Liner Wiper Plug	No.	2		C6
5	Top Pump Down Dart	No.	2		C7
6	Retrievable Pack-off Bushing	No.	2		C8
7	Liner Setting Ball	No.	2		C9
8	7" flexible centralizer	No.	40		C10

For 4-½" x 11.6ppf x N80 x LTC casing [Contingency item]: To be mobilized and supplied as additional items if required. Separate written order of supply will be issued by the Company.

	RENTAL CHARGES FOR CONTINGENCY ITEM:				
1	4-½" Liner Hanger Running/ Setting Tool complete assembly with setting collar and RPOB [Contingency item]	NO	1		C11
2	4-½" Dress Mill and Tieback Mill [Contingency item]	NO	1		C12
3	Casing Scraper for 4-½"x11.6ppf Liner [Contingency item]	NO	1		C13

PRICE FORMAT FOR CONSUMABLES (CONTINGENCY):

1	Liner Hanger with packer [Contingency item]	No.	1		C14
2	Float Shoe [Contingency item]	No.	1		C15
3	Float Collar [Contingency item]	No.	1		C16
4	Landing Collar [Contingency item]	No.	1		C17
5	Top Liner Wiper Plug [Contingency item]	No.	1		C18
6	Top Pump Down Dart [Contingency item]	No.	1		C19
7	Retrievable Pack-off Bushing [Contingency item]	No.	1		C20
8	Liner Setting Ball [Contingency item]	No.	1		C21
9	4-½" flexible centralizer [Contingency item]	No.	20		C22

Total Tangible Cost, TAN = SUM (C1 to C22)

Notes for Liner Hanger service:

- (i) The quantity mentioned against each item as shown above is tentative and to evaluate the cost for price comparison only. However, the bidder has to provide complete list of liner hanger consumables for proposed liner hanger services as per requirement. The Company shall reimburse the cost of consumables to the contractor as per their quoted rate at actual consumption basis.
- (ii) The contingency items are optional and Contractor shall provide cost of all items as per the format. **Contractor to provide mobilization time from the date of written notice in case of requirement of the optional items which is solely will depend on unavoidable operational complicity during drilling of 8.1/2" hole section.**
- (iii) Centralizers (flexible) are tentative requirement.

(IV) OPERATION SPREAD RATE: (OSR)

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Operational day rate for Liner Hanger Expert (7" liner)	DAY	8		D1
2	Pre-assembly and testing of liner (7" liner)	LUMPSUM	2		D2
3	Operational day rate for 4.1/2" Liner Hanger Expert (Optional)	DAY	8		D3
4	Pre-assembly and testing of 4.1/2" liner (Optional)	LUMPSUM	1		D4
TOTAL OPERATION SPREAD RATE (OSR) = D1+D2+D3+D4					

(V) STANDBY SPREAD RATE: (SSR)

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Standby day rate for Liner Hanger Expert (7" liner)	DAY	8		E1
2	Standby day rate for 4.1/2" Liner Hanger Expert (Optional)	LUMPSUM	1		E2
SSR=E1+E2					

TOTAL COST FOR LINER HANGER SERVICE FOR 2(TWO) WELLS IS: Q

Q = MOB+DMOB+TAN+OSR+SSR

(III) CHARGES FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE (Not to be considered for price bid evaluation):

- (a) All rates quoted by bidder shall be restricted to 50% of respective charges under above circumstances. This will be considered as FORCE MAJEURE RATE.
- (b) The Force Majeure Rate shall be payable during the first 15-days period of force majeure in case of all operations. No payment shall accrue to the Contractor beyond the first 15-days period.

(IV) ZERO RATES:

Notwithstanding any provision in the contract, no charges shall be payable for the period, the job or activity assigned to the contractor is halted due to breakdown of Contractor's Cementing Unit, tools/equipment or non-availability of chemicals, key personnel or for any other reason whatsoever attributable to the Contractor.

NOTE-1:

- Present rate of customs duty is NIL in OIL's area of operation Block Shakthi-II. OIL will assist to get necessary document to get nil custom duty on imported items.
- The rates should be inclusive of applicable taxes but excluding CSS & TVA.
- The rates must be net of all discounts.
- Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.
- No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise

Important Notes for Liner Hanger Services:

1. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables including tubular by making tubular rake/ yard, Go-down etc. at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
2. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. However, Payment to Contractor shall be made on actual basis for the above services including all the consumables, optional & Contingency Items.
3. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
4. Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.
5. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
6. Rates and charges shall be fully inclusive of all applicable taxes, costs, insurance cost, expenses, overheads and profit arising out of services, personnel and equipment but excluding CSS and TVA. However, OIL under exploration phase is exempted from paying of TVA. OIL will provide TVA exemption certificate against each invoice.
7. Rates shall clearly indicate the item is single tool or group tool.
8. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
9. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.

10. Contractor's personnel for Liner Hanger jobs will be provided accommodation with food by the Company at Base Camp managed by Rig Service Provider as well as for one Liner Hanger Expert.

END OF SECTION-IV

SECTION-V

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS: The following safety guide lines/measures will be strictly followed by the contractor.

- 1) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 2) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment(PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be as per the international standard. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4) The contractor shall provide a copy of the SOP to the person who shall be supervising the contractor's work.
- 5) Keep an up to date SOP and provide a copy of changes to a person who shall be supervising the contractor's work.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- 7) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's representative for safe operation.
- 8) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

- 9) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 10) The contractor shall have to report all incidents including near miss to company representative of OIL.
- 11) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 12) If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 13) To arrange daily tool box meeting and regular site safety meetings and maintain records and submit the same to OIL.
- 14) Records of daily attendance, accident report etc. are to be maintained by the contractor.
- 15) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 16) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 17) In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor may be penalized prevailing relevant Acts/ Rules/Regulations.
- 18) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures, Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 19) Special precautions must be taken by the contractor for all its personnel to protect them from any disease/ epidemic as known or prevalent in the country/area. All vaccinations, immunization procedures against these diseases must be maintained as per local law.
- 20) As the place of work is in the forest area, any conflict or danger/damage from and to the animal/forest dwellers must be prevented with special care and to follow QHSE procedures.

- 21) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 23) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment and as described in the Environmental Impact Assessment (EIA) report which is available at the Office of the Gabon-Project, OIL INDIA LTD.

END OF SECTION-V

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME:

2. PRESENT ADDRESS:

3. PERMANENT ADDRESS:

4. FATHER'S NAME:

5. NATIONALITY:

6. PASSPORT NO. AND VALIDITY:
(IN CASE OF EXPATRIATE)

7. DESIGNATED POST:

8. EDUCATIONAL QUALIFICATION:

9. DATE OF BIRTH:

10. EXPERIENCE IN REVERSE ORDER:

AFFIX A
PASSPORT SIZE
PHOTOGRAPH

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (**Section-II**) and shall submit their credentials along with their recent photographs to Company for approval of Company.

BIDDERS'S EXPERIENCE STATEMENT DURING LAST SEVEN YEARS UPTO THE ORIGINAL BID CLOSING DATE**TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023**

Details of experience for providing Liner Hanger Services during last 7(seven) years preceding original bid closing date.

(a) FOR LINER HANGER SERVICE:

Sl. No.	Contract No	Name & contact details of client	Type of Liner Hanger Service	Place of operation	Well Depth	Commencement date of contract	Completion date of contract
1							
2							
3							
4							
5							
6							

N.B: Please add rows as required.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder/ Vendors/Contractors/Service Providers) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER (In US \$ Million)*	NET WORTH (In US \$ Million)*

*Rate of Conversion (if used any): USD 1.00 =.....(currency)

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

(To be typed on the letter head of the bidder)

(Format of undertaking by Bidders towards Balance sheet/Financial Statements, if Not audited so far during last six months reckoned from original bid closing date)

TO,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sub: Undertaking for Balance sheet/Financial Statements

Ref: TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

This is to certify that “the balance sheet as on (Dated) / Financial Statements” for the financial year/current year ended on..... (Dated) of (Name of the Company) for the financial year (as the case may be) **has not been audited so far.**

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

(To be typed on the letter head of the bidder)

Format of undertaking by Bidders towards submission of authentic information/documents

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking for Mobilization of entire Liner Hanger Tools with manpower including supply of all tools/equipment/consumables etc

Ref: TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sir,

With reference to our offer against above-referred tender, we hereby confirm that the entire **Liner Hanger Service Running Tool including all equipment/consumables/items/manpower** will be mobilized within **60(Sixty) days** at first drilling location of Oil India Limited, Gabon from the date of issue of Mobilization Notice.

The items/consumables to be supplied in case of award of contract are mentioned in Part-3, Section-II as Scope of Work/Terms of Reference/Technical Specification of the tender.

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking for Key Personnel with requisite qualification & experience for deployment in the event of an Agreement/Contract

Ref: TENDER NO: OIL/GABON/ENQ-LINER HANGER/54-B/2023

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sir,

With reference to our offer/quotation against your above-referred tender, we hereby undertake that we have the key personnel meeting the requisite qualification & experience and can deploy them for job execution in the event of an Agreement.

We also agree that, in case any of the information/documents submitted by us are found to be false/ inconsistent, OIL has right to reject our bid at any stage and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :
Designation :
Phone No. :
Place :
Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE-VIII**Deleted****PROFORMA – A**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Details of equipment are to be incorporated as per format given below: These items are not exhaustive and Contractor has to incorporate all other items that will be imported.

Sl. No	Item Description	Qty./ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable?	Year of Mfg	HSN Code
A	B	C	D	E=C*D	F	G=E+F	H	I=G+H	J	K	L
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

***Add more rows as per requirement.**

NOTES:

1. A detail list of equipment is to be provided. Bidders may use additional sheets with the same details.
2. The items which are not of consumable in nature and required to be re-exported outside Gabon after completion of the Contract should be indicated as "YES" in column "J".
3. The items which are of consumable in nature should be indicated as "PARTLY" in column "J". However, the unutilized Spares and Consumables must be re-exported by Contractor after expiry/termination of the Contract and bidders must confirm the same.
4. For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

BID FORM

TO,
OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

IFB/Tender No: OIL/GABON/ENQ- LINER HANGER/54-B/2023

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Bid Documents and Terms of Reference including Addenda / Corrigenda Nos. for the sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the Performance Security / Security Deposit/guarantee of a bank as specified in Section-I of tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of _____ days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Place:	<i>[Signature of Authorized Signatory of Bidder]</i>
Date:	Name:
	Designation:
	Seal:

Duly authorized to sign Bid for and on behalf of

.....
[Signature of Witness]
Name of Witness:
Address:

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

IFB/Tender No: OIL/GABON/ENQ- LINER HANGER/54-B/2023

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

*** Add more rows, if required**

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **"Statement of Non-Compliance"** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP: 23134, GABON**

**Sub: CERTIFICATE ON AWARENESS OF OPERATIONAL AREA & STATUTORY RULES &
REGULATIONS OF GABON**

TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

Sir,

This is to certify that we the undersigned is fully aware and conversant with operational area and is also fully aware of rules and regulations, terms & conditions and other statutory requirements including Financial & Tax laws of Gabon to perform the job as per "SCOPE OF WORK/TERMS OF REFERENCE" (**Section-II**) mentioned under this tender. We shall obtain all necessary clearances before commencement of jobs as per laws of Gabon and shall not damage the environment arising out of the work under this contract

Yours faithfully,
For (*type name of the firm here*)

Signature of Authorised Signatory

Name :
Designation :
Phone No. :
Place :
Date :
(*Affix Seal of the Organization here*)

PROFORMA LETTER OF AUTHORITY

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

Sir,

We _____ confirm that Mr. _____
(Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on
our behalf with you against Tender Invitation No.: **OIL/GABON/ENQ-LINER HANGER/54-B/2023** for
hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall
commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a
person competent and having the power of attorney (power of attorney shall be annexed) to bind
such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

To,

**OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE**

Sir,

IFB/ TENDER NO: OIL/GABON/ENQ-LINER HANGER/54-B/2023

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB/Tender due on _____ at Libreville (Gabon) on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORM OF PERFORMANCE BANK GUARANTEE

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

WHEREAS _____ (Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
_____ to execute (Brief Description of the Work) _____
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
SWIFT/IFSC CODE OF THE BANK:

- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness: _____

Address: _____

Date: _____

Place: _____

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam(India), hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award (LOA) No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB/Tender No.: **OIL/GABON/ENQ- LINER HANGER/54-B/2023**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- | | |
|-----------------|---|
| (a) Section-I | indicating the General Conditions of this Contract; |
| (b) Section-II | indicating the Terms of Reference; |
| (c) Section-III | indicating the Special Terms & Condition; |
| (d) Section-IV | indicating the Schedule of Rates. |
| (e) Section-V | indicating HSE policy |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Libreville, Gabon as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-J

Deleted

PROFORMA-K

Deleted

PROFORMA-L

Deleted

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP: 23134, GABON**

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: "Hiring of Cementing and Liner Hanger Services including supply of all equipments, manpower, materials and consumables" for completion of drilling of two (2) exploratory vertical drilling wells in SHAKTHI BLOCK-II, Gabon with an option of extension of the contract to another drilling location at the sole option of the company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s).

IFB/ TENDER NO: OIL/GABON/ENQ- LINER HANGER/54-B/2023

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
 - (i) _____
 - (ii) _____
 - (iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Gabonese Law for safety and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health Safety & Environment) points:

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

PROFORMA B

				NME OF BIDDER	
TENDER NO OIL/GABON/ENQ- LINER HANGER/54-B/2023				Currency: USD	
SL. NO.	PARTICULARS	UNIT	TENDER QTY.	RATE	AMOUNT
		(a)	(b)	(c)	(d)=(b) x (c)
	LINER HANGER SERVICE:				
(I)	MOBILIZATION CHARGES: (MOB)				
1	Mobilization charges of Liner Hanger Equipment /Tools/ Consumables and Liner Hanger Expert as stated in para (II)A of Section-IV.	LUMPSUM	1	-	-
2	Interim Mobilization of Liner Hanger Equipment /Tools/ Consumables and Liner Hanger Expert as stated in para (II)G(i) of Section-IV.	LUMPSUM	1	-	-
	TOTAL CHARGES FOR MOBILIZATION CHARGES:MOB:				-
(II)	DE-MOBILIZATION CHARGES: (DMOB)				
1	De-Mobilization charges of Liner Hanger Equipment/Tools/Consumables and Liner Hanger Expert as per para (II)F of Section-IV.	LUMPSUM	1	-	-
2	Interim De-Mobilization charges of Liner Hanger Equipment / Tools / Consumables and Liner Hanger Expert as per para (II)G of Section-IV.	LUMPSUM	1	-	-
	TOTAL DE-MOBILIZATION CHARGES:DMOB:				-
(III)	TANGIBLE COST: (TAN)				
1	7" Liner Hanger with packer (complete assembly), liner running/setting tool with setting collar, RPOB and all other accessories [LUMPSUM basis- including rental charges of running tool and cost of liner hanger packer].	NO	2	-	-
2	7" Dress Mill and Tieback Mill (Optional)	NO	1	-	-

	CONSUMABLES:				
	7"x 29.0ppf x N80 BTC CASING:				
1	7" Float Shoe	NO	2	-	-
2	7" Float Collar	NO	2	-	-
3	Landing Collar	NO	2	-	-
4	Top Liner Wiper Plug	NO	2	-	-
5	Top Pump Down Dart	NO	2	-	-
6	Retrievable Pack-off Bushing	NO	2	-	-
7	Liner Setting Ball	NO	2	-	-
8	7" flexible centralizer	NO	40	-	-
	4-½" x 11.6ppf x N80 x LTC casing [Contingency item]: To be mobilized and supplied as additional items if required. Separate written order of supply will be issued by the Company.				
	RENTAL CHARGES FOR CONTINGENCY ITEM:				
1	4-½" Liner Hanger Running/ Setting Tool complete assembly with setting collar and RPOB [Contingency item]	NO	1	-	-
2	4-½" Dress Mill and Tieback Mill [Contingency item]	NO	1	-	-
3	Casing Scraper for 4-½"x11.6ppf Liner [Contingency item]	NO	1	-	-
	CONSUMABLES (CONTINGENCY):				
1	Liner Hanger with packer [Contingency item]	NO	1	-	-
2	Float Shoe [Contingency item]	NO	1	-	-
3	Float Collar [Contingency item]	NO	1	-	-
4	Landing Collar [Contingency item]	NO	1	-	-
5	Top Liner Wiper Plug [Contingency item]	NO	1	-	-
6	Top Pump Down Dart [Contingency item]	NO	1	-	-

				-	-
7	Retrievable Pack-off Bushing [Contingency item]	NO	1	-	-
8	Liner Setting Ball [Contingency item]	NO	1	-	-
9	4-½" flexible centralizer [Contingency item]	NO	20	-	-
	TOTAL TANGIBLE COST:(TAN):				-
(IV)	OPERATION SPREAD RATE: (OSR):				
1	Operational day rate for Liner Hanger Expert (7" liner)	DAY	8	-	-
2	Pre-assembly and testing of liner (7" liner)	LUMPSUM	2	-	-
3	Operational day rate for 4.1/2" Liner Hanger Expert (Optional)	DAY	8	-	-
4	Pre-assembly and testing of 4.1/2" liner (Optional)	LUMPSUM	1	-	-
	TOTAL OPERATION SPREAD RATE: (OSR):				-
(V)	STANDBY SPREAD RATE: (SSR)				
1	Standby day rate for Liner Hanger Expert (7" liner)	DAY	8	-	-
2	Standby day rate for 4.1/2" Liner Hanger Expert (Optional)	LUMPSUM	1	-	-
	TOTAL STANDBY SPREAD RATE:(SSR):				-
Q	TOTAL EVALUATED COST FOR LINER HANGER SERVICE:				-
(a)	TOTAL EVALUATED CONTRACT COST OF CEMENTING & LH SERVICES FOR 2-WELLS:				-
(b)	CSS@1% on (a):				-
(c)	Total Evaluated Contract Cost for Cementing & LH Services with CSS: (a) + (b):				-
(d)	TVA@18% on (a):				Exempted
(e)	Total Evaluated Contract Cost for Cementing & LH Services with CSS & TVA: (c)+(d):				-

Notes:

- (i) OIL under exploration phase is exempted from payment of TVA and hence NIL rate is

considered for TVA in the above tabulation.

- (ii) FORCE MAJEURE RATES: All rates quoted by bidder shall be restricted to 50% of respective charges under Force Majeure circumstances.
- (iii) ZERO RATES: No charges shall be payable for the period, the job or activity assigned to the contractor is halted due to breakdown of Contractor's Cementing Unit, tools/equipment or non-availability of chemicals, key personnel or for any other reason whatsoever attributable to the Contractor.
- (iv) ***Withholding tax @20% shall be deducted if the Contractor is not registered in Gabon***

Note :

This tender has been floated as Limited Global Tender to the following Parties :

- i) M/s. Schlumberger Gabon SA Limited, Port Gentil, Gabon.**
- ii) M/s. Baker Hughes, Port Gentil, Gabon**
- iii) M/s. Botil Oil Tools India Pvt. Ltd., New Delhi, India**
- iv) M/s Wellcare Oil Tools Pvt. Ltd., Gurugram, India**

However, any other eligible party who can meet the tender terms and conditions may submit their Bids within the Bid Closing date and time,

*******END*******